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4 **2016-2020**

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6 **MASTER LABOR AGREEMENT**

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8 **between**

9
10 **ASSOCIATED GENERAL CONTRACTORS OF**
11 **CALIFORNIA, INC.,**

12
13 **and**

14
15 **UNITED**
16 **CONTRACTORS**

17
18 **and**

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20 **HEAVY, HIGHWAY, BUILDING AND**
21 **CONSTRUCTION TEAMSTERS COMMITTEE FOR**
22 **NORTHERN CALIFORNIA**
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2016-2020
MASTER LABOR AGREEMENT
for
NORTHERN CALIFORNIA
between
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and
UNITED CONTRACTORS
and
HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS
COMMITTEE FOR NORTHERN CALIFORNIA

THIS AGREEMENT made and entered into this 15th day of August 2016, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and UNITED CONTRACTORS, hereinafter referred to as "Association" on behalf of those signatory employers appearing on Exhibit A attached hereto, and the HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR NORTHERN CALIFORNIA, hereinafter referred to as "Committee".

WITNESSETH

SECTION 1 GENERAL PROVISIONS

1 (A) DEFINITIONS

- (1) **Association:** The term "Association" means Associated General Contractors of California, Inc., and United Contractors.
- (2) The term "Employer" shall mean any person or entity, including Joint Ventures, who are listed on Exhibit A on file with the Committee. Exhibit A shall be prepared by the Association and filed with the Committee and shall list individual employers. The Association shall file with the Committee monthly a list of those members of the Association whose names shall be added to Exhibit A.
- (3) **Union:** The term "Union" means one of the following Local Unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America: Local Unions 137, 150, 287, 315, 386, 431, 439, 533, 665, 853, 890, 912, 948.
- (4) **Committee:** The term "Committee" means the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.
- (5) **Employee:** The term "Employee" means all individuals performing work within the unit covered by this Agreement, except that it shall not apply to superintendents, assistant superintendents, general foremen, foremen covered by the Master Agreement covering foremen between the Committee and the Association, civil engineers and their helpers, timekeepers, messenger boys, guards, confidential employees and office help.
- (6) Any reference to one gender in this agreement shall also mean reference to the other gender.

1 (B) SCOPE OF AGREEMENT

The geographic area covered by this Agreement is that portion of the State of California above the northern boundary of Kern County, the northern boundary of San Luis Obispo County and the westerly boundaries of Inyo and Mono Counties.

This Agreement covers and applies to all work of the Employer falling within the established jurisdiction of the Union, including, but not limited to, building construction, heavy, highway and engineering construction and the performance of work in the classifications listed in Section 4, and for which the Employer undertakes responsibility in connection with any job. All such work shall be performed first, by utilizing owned equipment of the Employer, then of the subcontractor, or Owner/ Operator in accordance with the provisions of this Agreement; provided, however, such work is to be performed using identical equipment owned by the employer. Provided further, that where a bona fide job requirement precludes utilization of the employers owned equipment, such work may be subcontracted. A bona fide job requirement shall include but not be limited to:

- WBE/MBE/DBE utilization.
- Conditions which will result in excess wear and tear on owned equipment.
- Prior contractual agreement committal to subcontractor where at time of bid employers equipment was anticipated to be fully used.
- Other Federal, State, County or City statutes placing requirement on the employers which can only be met by subcontracting or utilization of Owner/Operators.

This equipment utilization shall be limited to the geographic area normally serviced by each individual employers' permanent yard, where such equipment is assigned by the employer.

This provision is not intended to apply on a day by day basis but is intended to preclude a pattern of utilizing subcontractors or Owner/Operators in lieu of utilizing owned equipment. This provision is not intended to preclude subcontracting to subcontractors or Owner/Operators signatory to a Teamster Agreement.

It is understood that the intention of this Section 1B is to ensure maximum utilization of equipment owned by the individual employer and provide maximum employment opportunity for those employees of the individual employer signatory hereto.

No supervisory personnel shall be allowed to operate any mechanical equipment on work covered by this Agreement. No supervisory personnel shall perform any other work covered by this Agreement which is regularly assigned to an Employee on a full time basis.

Qualified employees that refuse a work assignment shall have no standing for any claims in this section; and the Employer is free to assign the work under the terms of this Agreement.

1 (C) ADDITIONAL EMPLOYERS

If subsequent to the date of execution of this Agreement an employer becomes a member of the Association, and authorizes the Association to represent them in collective bargaining with the Committee, said Employer shall become covered by the terms and conditions of this Agreement provided that said Employer has no existing dispute under any other agreement with a union, and provided further that the terms and conditions of this Agreement shall not replace a more favorable agreement then in effect between the Employer and a union unless agreed to by the Employer and the Union.

1 (D) OTHER AGREEMENTS

The Committee agrees that in the event the Committee or any Union should enter into an agreement with any employer, with respect to work covered by this Agreement, the terms and conditions of which differ from this Agreement, any Employer engaging in work of the same type and in the same geographic area as that covered by such agreement shall be entitled to become party to such agreement.

The Committee further agrees that should any Union enter into a different agreement with respect to work covered by this Agreement or a modification to this Agreement such other agreement or modification shall be subject to prior approval of the Committee.

1 (E) UNION SECURITY

Each Employee covered by this Agreement who is member of a Union designated in Section 1(A)3 on the date of execution of this Agreement, or the effective date of this Agreement, whichever is later, shall as a condition of employment remain a member in good standing. Any present employee working within the scope of this Agreement who is not a member of one of the aforesaid Unions, and any Employee working within the scope of this Agreement hired hereafter shall become and remain a member in good standing in the Union in the locality of the Employment Office from which he was dispatched within eight (8) days following the commencement of his employment, the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

Provided, however, that any employee, including an owner-operator who has an employer-employee relationship with an Employer who is employed on work other than work to be done at the site of construction, alteration, painting or repair of a building, structure, road or other work, and who is not a member of a Union as of the execution date of this Agreement, shall as a condition of continued employment within 31 days after hire or the execution of this Agreement, whichever is later, become and remain a member in good standing, subject to the provisions of the proviso to Section 8(a)(3) of the National Labor Relations Act.

The employer shall be required to discharge any employee pursuant to this section within five (5) days after receipt of written notice by certified mail that said employee has failed to become or remain a member in good standing in the Union.

SECTION 2 BARGAINING REPRESENTATIVES

2 (A) COMMITTEE'S RECOGNITION OF COLLECTIVE BARGAINING REPRESENTATIVES OF EMPLOYER

The Committee recognizes the Association as the collective bargaining representative for all its members who have authorized the Association to represent them in collective bargaining with the Committee, with respect to highway, general building and the heavy construction industry in the territory subject to this Agreement as of the effective date of this Agreement as well as for all persons or entities becoming members of said Association pursuant to the provisions of Section 1C.

2 (B) EMPLOYER'S RECOGNITION OF COMMITTEE AS BARGAINING AGENT

The Association and the Employers covered hereby recognize and acknowledge the Committee as the collective bargaining representative of the Employees working under the scope of this Agreement as set forth in Section 1, Paragraph B.

2 (C) AUTHORIZED AGENTS

- (1) Authorized agents of the Union shall have access to company premises and/or jobsites during working hours, except in cases where Government security regulations and safety requirements limit the application of this provision, and may not interfere with the progress of the operation.
- (2) Where stewards are utilized, the Employer shall recognize them.

2 (D) LIABILITY OF THE PARTIES

It is mutually understood and agreed that neither the Association, any Employer, the Committee, nor any Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, providing that such action or conduct has not been specifically authorized, participated in, fomented or condoned, by the Association, the Employer, the Committee or the Union, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Committee, Union, the Association, or the Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

2 (E) EMPLOYER'S MEMBERSHIP

This Agreement is made for and on behalf of, and shall be binding upon, all persons, firms or corporations who at the time of execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

2 (F) AGREEMENT BINDING UPON PARTIES

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, lessees and assigns of the parties hereto.

The Employer shall give notice of the existence of this agreement to any purchaser, successor, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the affected Union and the Committee, at the time the seller, transferor, or lessor executes a contract or transaction as herein described.

SECTION 3 PROCEDURES GOVERNING PRE-JOB CONFERENCE, MOBILITY, HIRING & EMPLOYMENT

3 (A) NON-DISCRIMINATION

It is mutually agreed by the Employer and the Union to comply fully with all of the provisions of Title 7 of the Civil Rights Acts of 1964, Presidential Executive Order No. 11246, and the California Fair Employment Practices Act, the Age Discrimination in Employment Act of 1967 (as amended), Rehabilitation Act of 1973, Vietnam Era Veterans Readjustment Assistance Act of 1972, the Americans with Disabilities Act of 1990, and Title II of the Genetic Information Nondiscrimination Act of 2008 to the end that no person shall, on the grounds of age, sex, race, color, national origin, handicap, ancestry, genetics, disability or Vietnam era veteran status be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination by not having full access to the contents of this Agreement.

In the event the Union is unable to refer applicants for employment to an individual Employer in sufficient number, or sufficient type, from minority groups and females represented within the local area as may be necessary to enable the individual Employer to fully comply with minority and female hiring requirements imposed by the individual Employer's construction contract with any federal, state or governmental body, commission or agency, or to enable the individual Employer to fully comply with all Federal, State or local laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority and female hiring and which are applicable to the individual Employer, then in any such event the individual Employer shall be free to directly recruit from any source such number of minority and female applicants acceptable to the individual Employer as may be necessary to satisfy the individual Employer's needs to effect such compliance.

It is understood, the individual Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local laws; the construction project number; and a copy of the compliance order.

3 (B) PRE-JOB CONFERENCE

- (1) Whenever an Employer covered by this Agreement comes into a locality in which he has no permanent yard, the Employer shall notify the Union in the locality of the job prior to the commencement of the work; and if requested by either party, a pre-job conference shall be held prior to the commencement of the job in the locality in which the work is to be performed. A pre-job conference shall be required only on jobs of \$1,000,000 or more. If a pre-job conference is held with any other craft or crafts, the Union shall be notified thereof and be provided an opportunity to attend said conference.

On work performed under emergency contracts for a governmental agency, the Employer shall give notice of the commencement of the job to the Union as soon as possible.

- (2) If a pre-job conference is not held subsequent to a request therefore or if notice is not given to the Union pursuant to the provisions of Section 3(B)1, the Employer shall be prohibited from utilizing the provisions of Section 3(C) and shall be required to obtain all employees from the employment office of the Union in the locality of the job.

3 (C) MOBILITY

When an individual Employer comes into a locality as defined in Section 3(D) and the provisions of Section 3(B)1 and 2 have not been adhered to, the individual Employer shall be required to obtain all employees from the Employment Office of the Union in the locality of the job.

Whenever an individual Employer covered by this agreement is in compliance with the provisions of Section 3(B)1 and 2, the individual Employer has the freedom of total mobility of his employees within the 46 Northern California Counties covered by this Agreement.

3 (D) EMPLOYMENT OFFICE LOCALITIES

Locality 1:

Consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba Counties.

Local 137

(530) 243-0232 / Fax (530)243-3115

Locality 2:

Consisting of Sacramento, Yolo, El Dorado, Placer and Nevada Counties, except as provided in Locality 15.

Local 150

(916) 392-7070 / Fax (916) 392-7675

Locality 3:

Consisting of Napa and Solano Counties.

Local 315

(925) 228-2246 / Fax (925) 228-1612

Locality 4:

Consisting of Lake, Marin, Mendocino and Sonoma Counties.

Local 665

(707) 331-1121 / Fax (707) 542-1501

Locality 5:

Consisting of Contra Costa County.

Local 315

(925) 228-2246 / Fax (925) 228-1612

Locality 6:

Consisting of San Joaquin, Amador, Tuolumne, Calaveras and Alpine Counties.

Local 439

(209) 948-9592 / Fax (209) 948-3424

Locality 7:

Consisting of Alameda County.

Local 853

(510) 895-8853 / Fax (510) 895-6853

Locality 8:

Consisting of San Francisco and San Mateo Counties.

Local 853

(510) 895-8853 / Fax (510) 895-6853

Locality 9:

Consisting of Stanislaus, Merced and Mariposa Counties.

Local 386

(209) 526-2755 / Fax (209) 526-9485

Locality 10:

Consisting of Santa Clara and San Benito Counties.

Local 287

(408) 453-0287 / Fax (408) 453-2034

Locality 11:

Consisting of Fresno and Madera Counties.

Local 431

(559) 486-5410 / Fax (559) 441-1743

Locality 12:

Consisting of Santa Cruz County.

Local 912

(831) 724-0683 / Fax (831) 724-1554

Locality 13:

Consisting of Monterey County.

Local 890

(831) 424-5743 / Fax (831) 424-2091

Locality 14:

Consisting of Kings and Tulare Counties.

Local 948

(559) 625-1061 / Fax (559) 625-9269

Locality 15:

Consisting of Eastern Nevada, Placer and El Dorado Counties commencing at the crest of the Sierra Nevada Range within the State of California, and all territory in the State of Nevada bordered by the Idaho-Oregon lines on the north; the Utah line on the east; the California State line on the west, southerly to and including Highway 6, easterly from the California State line to the southwest White Pine County line; thence in an easterly direction along the north Lincoln County line to the Utah line.

Local 533

(775) 348-6060 / Fax (775) 348-1501

3 (E) HIRING

- (1) Except as otherwise set forth herein, the Employer shall secure all Employees through the Employment Offices of the Union in the localities hereinafter designated. Such Employment Offices shall dispatch Employees in accordance with the terms of this Agreement.
- (2) The Employment Office shall furnish satisfactory, properly licensed, and competent Employees in accordance with the provisions of this section within forty-eight (48) hours after request for said Employees. In the event such Employees cannot be or are not furnished within such period, the Employer may hire any individual. The Employer shall arrange for a dispatch to be obtained for individuals so hired from the Employment Office of the Union within the locality within twenty-four (24) hours of the commencement of such employment. Such dispatch shall, upon request, be issued to the Employee.

3 (F) NON-DISCRIMINATORY HIRING PROCEDURES

- (1) **Employment Office.** The Union shall maintain appropriate registration facilities at each Employment Office for applicants to register for employment.

The period during which applicants will be accepted and for which they remain valid may be fixed by the Employment Office. Branch offices of each Employment Office may be operated with separate registration facilities. The Union shall provide the Association with a list of such branch offices, their addresses and the hours during which they are open. The manager or other designated agent of the Association shall have the right to inspect Employment Office records during hours which the office is open for registration. The Local Union may establish reasonable Hiring Hall rules that will not conflict with other provisions of this Section 3.

- (2) **Order of Dispatch.** Subject to the provisions hereinafter set forth, registrants shall be dispatched by the

Employment Office in the following order:

- (a) "A" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.
- (b) In the event no "A" list registrants are available for dispatch, "B" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.
- (c) In the event no "A" or "B" list registrants are available for dispatch, "C" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.
- (d) If an Employer requests in writing a particular registrant by name who has been employed by the Employer at any time during the twelve (12) month period immediately preceding such request and such registrant has established "A" list preference in accordance with Section 3G, he shall be dispatched to such Employer regardless of his position on the list.

Double Shift: On double shifts, the Employer shall employ for the first shift one driver for each piece of equipment selected as provided in Section 3F(2) and for the second shift only drivers obtained through the Employment Office of the Union in the locality where the jobsite operation is situated, if available.

Three Shifts: On three shifts, the Employer shall employ for the first shift one driver for each piece of equipment selected as provided in Section 3F(2) and for the second and third shifts only drivers obtained through the Employment Office of the Union in the locality where the jobsite operation is situated, if available.

In addition to the above, the following procedure shall be applicable to the operation of the Employment Office of any Union which elects to adopt said procedure:

An Employer may call for any "A" list registrant by name, and said registrant shall be dispatched without reference to his order of registration provided that said registrant has at all times during the five (5) years immediately preceding the Employer's call been registered on the "A" list of the Employment Office in the locality or would have been eligible to so register had he not been employed under the scope of this Agreement. The provisions of this subparagraph shall not operate to increase the number of individuals who may be brought into a locality by an Employer.

3 (G) CLASSIFICATION OF REGISTRANTS

- (1) **"A" list registrants:** An individual who has been employed, or trained by the NCTAT, pursuant to the terms of this Agreement for two hundred and forty (240) hours or more within the locality of the Employment Office during the twelve month period preceding his registration date, shall be entitled to register on the "A" list provided he registers within thirty (30) days after termination of his most recent employment by an Employer party to this Agreement. NCTAT student eligibility shall apply in the locality where the student is registered with the Employment Office. If the registrant fails to register within the period specified, he shall not be entitled to "A" list registration. "A" list registrants upon losing 240 hour requirement shall be allowed to continue "A" list registration, provided such registrants sign each and every month commencing with the month during which eligibility based on the 240 hour requirement ended.

For purposes of this subsection an individual shall be deemed to have been employed 40 hours during any week for which he receives disability insurance benefits or worker's compensation benefits.

An employee of any Union who as part of his regular job duties administers this collective bargaining agreement shall be deemed to be working in the construction industry for purposes of establishing eligibility for "A" list registration.

- (2) **"B" list registrants:** An individual who has been available for employment or employed pursuant to the terms of this Agreement in the geographic area covered by this Agreement for one (1) year or more next preceding his registration shall be entitled to register on the "B" list, provided he is not otherwise eligible to register on the "A" list.
- (3) **"C" list registrants:** An individual who has been available for employment or employed pursuant to the terms of this Agreement in the geographic area covered by this Agreement for less than one (1) year next preceding his registration shall be entitled to register on the "C" list.
- (4) **"Trainee" list registrants:** Refer to Section 4, Trainee Classification.

3 (H) NON-DISCRIMINATION HIRING HALL OPERATION

The Union shall operate its Employment Offices without discrimination in favor of or against a registrant by reason of his membership or non-membership in the Union. Registration shall not be dependent upon membership in any Union. Neither the locality preference nor the area preference entitling registration on the "A" list, "B" list, "C" list or the Trainee list, shall have any connection or relation to membership in the Union.

A registrant aggrieved by the operation of an Employment Office of the Union shall submit his grievance to a Board of Adjustment created pursuant to Section 10 of this Agreement. The submission must be made in writing to the Association and to the Union operating the Employment Office within ten (10) days after the occurrence of the grievance. The decision of the Board of Adjustment shall be final and binding upon the registrant and upon the Union operating the Employment Office.

The provisions of this Agreement relating to the functioning of Employment Offices and registration procedures shall be posted by Employers and by each union in places where notices to Employees and registrants for employment are customarily posted.

3 (I) REPORTING TO JOB

Upon being dispatched, the registrant shall proceed to the job at once. When a call is made to an Employment Office for men to report to work on the day of request, a reasonable time shall be allowed for men traveling from the Employment Office to the job-site, as agreed by the Union. A registrant who fails to report for work when dispatched on the shift to which dispatched, or within the agreed time if dispatched to work on the day of request, without good cause therefore shall be removed from the list and shall not be eligible for registration or dispatch for seven (7) days thereafter. Where a registrant is requested by the Employer to be dispatched on the day of the request and the registrant does report for work that same day, he shall be paid for his full shift if he reports during the first half of the shift and works the balance of this shift, or for the half shift if he reports during the second half of the shift.

3 (J) REJECTION OF REGISTRANTS

The Employer may reject any Employee or registrant for employment dispatched by an Employment Office of the Union, provided, however, that any such employee or registrant reporting for work at the agreed time and designated place and rejected by the Employer, shall be entitled to show-up time in the amount provided in Section 5(H) of this Agreement. A registrant rejected for one of the following reasons shall not be entitled to receive show-up time:

- (1) Reporting for work in an unfit condition.

- (2) Discharge for cause by the Employer within the twelve (12) months next preceding his reporting time.
- (3) Failure to report at the time and place set forth on his dispatch slip.
- (4) Failure to have the experience specified in the Employer's request and/or the proper license required to operate the equipment for which the applicant has been ordered.

3 (K) DOCTRINE OF FAIRNESS

The Employer will endeavor to treat each employee equally with respect to the administration of this agreement. The Union and the Employer will cooperate to ensure that favoritism of employees is discouraged. It is the expressed goal of both the Union and the Employer to establish and maintain long term quality employees of the Employer. The Employer shall be aware of an employee's longevity for the purpose of layoff and recall. Employees shall not be laid off or recalled solely on the basis of longevity.

Any grievance filed under the Doctrine of Fairness shall first be referred to Section 10(E) Partnering to be determined if it should be referred to the Board of Adjustment.

3 (L) CALLBACK AFTER LAYOFF

An Employee laid off due to inclement weather or equipment break- down not in excess of thirty (30) days, shall be recalled to employment on the project from which he was laid off before the Employer calls the Employment Office in the locality for new registrants.

An Employee laid off due to a reduction in force shall be given a lay-off slip with a copy sent on the same date to the Union, and may be recalled by the Employer or may be re-dispatched by the Employment Office to employment on the project from which he was laid off regardless of his position on the registration list. For the purpose of this section only, an Employee so re-dispatched shall not be considered as a new registrant for employment under Section 3(J) if re-dispatched to the classification from which he was laid off.

Except as otherwise mutually agreed by the Union in the Locality, said Employees shall be recalled through the Employment Office in the locality.

An Employee who fails to report for work within forty-eight (48) hours in response to a call-back by his Employer may be regarded by said Employer as having quit his employment.

3 (M) RETURN AFTER INJURY

Whenever an Employee who has been off work as a result of a work connected injury or illness is released by his doctor to return to work, his Employer shall return the Employee to his former job if in operation or to the first available job for which he is qualified.

Whenever an Employee who has been off work as a result of a non-work connected illness or injury is released by his doctor to return to work, the Employer shall either return the Employee to his former job or place him on the first available job for which he is qualified.

The Employee thereby displaced may be terminated without violation of this Agreement. The terminated Employee upon re-registration within seventy-two (72) hours excluding Saturdays, Sundays and holidays after termination shall be reinstated to the position on the registration list occupied by him at the time of his previous dispatch.

3 (N) DISCHARGE

The Employer shall be the judge of the qualification of all of his Employees and may on such grounds, discharge any of them.

No Employee shall be discharged or suspended without just cause. In the event of discharge or suspension without just cause, the Employee may be reinstated with payment for time lost.

If an Employee is given a warning notice rather than a discharge or suspension, such warning notice shall be in writing. Warning letters shall be non-grievable but considered automatically protested. The written warning notice to be effective shall be served upon the Employee and the Union in the locality within ten (10) days after the occurrence with respect to which the notice is given. The warning notice shall not remain in effect for a period of more than twelve (12) months from its date of issuance. A written notice of discharge or suspension shall specify the reason for discharge or suspension and shall be served upon the Employee with a copy to the Union in the locality by certified mail or FAX within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after the discharge or suspension occurs. Discharges or suspensions to be effective must occur not more than ten (10) days after the incident providing the basis for the discharge or suspension.

Except as otherwise provided in Supplement #3, the first five (5) working days of employment of any Employee shall be a probationary period during which time any termination will not be challenged.

SECTION 4

4 (A) WAGES AND FRINGE BENEFITS

FRINGE BENEFITS

	7/1/16	7/1/17	7/1/18	7/1/19
Health & Welfare	\$13.25	*	*	*
Pension	\$6.16	*	*	*
Vacation/ Holiday/SickPay	\$2.30	*	*	*
Nor-Cal Training	\$0.85	*	*	*
Supplemental Dues	\$0.55	*	*	*
Contract Administration Fund (AGC/UCON)	\$0.08/0.10	*	*	*
Retirement Security Plan	\$3.55	*	*	*

FUTURE RATE INCREASE

July 1, 2017- \$1.90* ** ***

July 1, 2018 – 1.90* ** ***

July 1, 2019 – 1.90 * ** ***

* To be allocated by the Union to wage or benefits and become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than July 1, 2016, July 1, 2017, July 1, 2018, and July 1, 2019. Fringe benefit increases shall be on July 1 of each respective year.

** The parties agree that sufficient contributions will be made available from these increases to the Pension fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule shall be reallocated from existing wages and/or fringe benefits.

*** Economic Increases are inclusive of Paid Sick Leave

CLASSIFICATIONS & WAGE RATES

		Effective Date		
GROUP 1	7/1/16	7/1/17	7/1/18	7/1/19
<u>Classification:</u>	\$29.63	*	*	*
Dump Trucks under 6 yards				
Single Unit Flat Rack (2 axle unit)				
Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack Rate shall apply)				
Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)				
Concrete pump machine				
Fork Lift & Lift Jitneys				
Warehouse Clerk/Parts Man (Job Site construction; permanent yards where an employee covered by this Agreement is presently assigned to the work)				
Fuel and/or Grease Truck Driver or Fuelman				
Truck Repair Helper				
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant (shall apply only where a full time employee of the contractor is assigned to the work at the sole discretion of the contractor)				
Snow Buggy (shall apply only where a full time employee of the contractor is assigned to work at the sole discretion of the contractor)				
Steam Cleaning (when an Employee is assigned to this work on a full time basis)				
Bus or Manhaul Driver				
Escort or Pilot Car Driver				
Pickup Truck				
Teamster Oiler/Greaser/and or Serviceman				
Hook Tenders (When doing work in Teamster jurisdiction, including loading and unloading)				
Team Drivers				
Warehousemen				
Tool Room Attendant (Refineries)				

		Effective Date		
GROUP 2	7/1/16	7/1/17	7/1/18	7/1/19
<u>Classification:</u>	\$29.93	*	*	*
Dump Trucks 6 yds Under 8 yds				
Transit Mixers through 10 yds.				
Water Trucks Under 7000 gals.				
Jetting Trucks Under 7000 gals				
Single Unit Flat rack (3 axle unit)				
High Bed Heavy Duty Transport				
Scissor Truck				
Rubber Tired Muck Car (Not self-loaded)				
Rubber Tired Truck Jumbo				
Winch Truck and "A" Frame Drivers				
Combination Winch Truck With Hoist				
Road Oil Truck or Bootman				
Buggymobile				
Ross, Hyster and similar Straddle Carrier				
Small Rubber Tired Tractor (when used in Teamster Jurisdiction)				
Truck Dispatcher (shall apply only where a full time employee of the Contractor is assigned to the work at the sole discretion of the Contractor)				

	Effective Date			
	7/1/16	7/1/17	7/1/18	7/1/19
GROUP 3	7/1/16	7/1/17	7/1/18	7/1/19
Classification:	\$30.23	*	*	*
Dump Trucks 8 yds and including 24 yds				
Transit Mixers Over 10 yds				
Water Trucks 7000 gals and over				
Jetting Trucks 7000 gals and over				
Vacuum Trucks Under 7500 gals				
Trucks Towing Tilt Bed or Flat Bed Pull Trailers				
Heavy Duty Transport Tiller Man				
Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and/or Vacuum Unit				
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane				
P.B. or Similar Type Self Loading Truck				
Tire Repairman				
Combination Bootman and Road Oiler				
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)				
Ammonia Nitrate Distributor, Driver and Mixer				
Snow Go and/or Plow				

	Effective Date			
	7/1/16	7/1/17	7/1/18	7/1/19
GROUP 4	7/1/16	7/1/17	7/1/18	7/1/19
Classification:	\$30.58	*	*	*
Dump Trucks over 25 yds and under 65 yds				
Vacuum Trucks 7500 gals and over				
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers				
Helicopter Pilots (when transporting men and materials)				
Lowbed Heavy Duty Transport (up to and including 7 axles)				
DW10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers				
Truck Repairman				

	Effective Date			
	7/1/16	7/1/17	7/1/18	7/1/19
GROUP 5	7/1/16	7/1/17	7/1/18	7/1/19
Classification:	\$30.93*	*	*	*
Dump Truck 65 yds and over				
Holland Hauler				
Lowbed Heavy Duty Transport (over 7 axles)				

GROUP 6 (Use dump truck yardage rate)

Articulated Dump Truck
Bulk Cement Spreader (w/ or w/o Auger)
Dumcrete Truck
Skid Truck (Debris Box)
Dry Pre-Batch Concrete Mix Trucks
Dumpster or Similar Type
Slurry Truck
Zim Mixer (Mobile Volumetric Mixer)

GROUP 7 (Use Appropriate Rate for the Power Unit or the Equipment Utilized)

Classification:
Heater Planer

Asphalt Burner
Scarifier Burner
Fire Guard (where a full time employee of the contractor is assigned to the work)
Industrial Lift Truck (mechanical tailgate)
Utility and Clean-Up Truck
Composite Crewman

Group 8

Classification:

Trainee

The straight time hourly wage rates for Trainees shall be the percentage of the journey level wage scale for the equipment operated.

Step 1 - 1st 1000 hours	65% of journey level wages
Step 2 - 2nd 1000 hours	75% of journey level wages
Step 3 - 3rd 1000 hours	85% of journey level wages
Thereafter	100% of journey level wages

Trainee Fringe Benefits - The first through third step trainee fringe benefits are at 100% of journey level, except Vacation/Holiday/Sick pay which shall be excluded for trainees.

An individual Employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual Employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

If an employer requests a "trainee", the Local Union will dispatch "trainees" in the order of their position on the trainee list at the hiring hall of the Local Union.

An individual Employer may request a particular trainee, by name, who is registered on the trainees list or who has been employed by the employer at any time during the twelve (12) month period immediately preceding such request.

An individual who registers as a "trainee" must fill out an application for "trainee" at the local hiring hall. An individual trainee shall not be eligible to register on the "A", "B", or "C" list.

The term of a "trainee" shall be based on the number of hours worked plus the number of hours of training completed at the NCTAT Training Center. Trainees shall notify their employer prior to attendance at the NCTAT Training Center. The term shall not be less than the total of 3000 hours of employment and/or training for each trainee. Individual Employers may opt for a shorter period than the 3000 hours on an individual employee basis.

The trainee may not be used to displace any journey level Teamster with an employer signatory to this Agreement.

The trainee will be dispatched from the list at the Local Union without respect to their cumulative hour status; i.e. an individual Employer may not specifically ask for a Step 1 or Step 2 trainee. An individual Employer may, however, ask for minimum qualifications such as Class A commercial drivers license, HAZMAT certification, hazardous waste training, etc.

An individual employer signatory to this Agreement who utilizes trainees will endeavor to provide training and assistance to the trainee including but not limited to time off to attend classes at the NCTAT Training Center, company instruction with a qualified journey level individual, etc.

The Union may terminate the "Trainee Classification" upon thirty (30) days written notification from the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.

SPECIAL SINGLE SHIFT WAGE RATES

	Effective Date			
	7/1/16	7/1/17	7/1/18/	7/1/18/
Group 1	\$31.63	*	*	*
Group 2	\$31.93	*	*	*
Group 3	\$32.23	*	*	*
Group 4	\$32.58	*	*	*
Group 5	\$32.93	*	*	*
Group 6	(Use dump truck yardage rate)			
Group 7	(Use Appropriate Rate for the Power Unit or the Equipment Utilized)			
Group 8	(Use Appropriate Percentage of journey level wage rate)			

Working Foreman - \$1.00 per hour above highest Teamster classification supervised.

Foremen - \$2.00 per hour above highest Teamster classification supervised.

4 (B) COMPOSITE CREW

A composite crew with other trades will be utilized when necessary to promote economy and efficiency on some jobsites. A composite crew consists of more than one individual and more than one craft. A composite crew is a construction crew which would consist of various union workers (Laborers, Teamsters, Operators, etc.) each having been dispatched to assigned work and or equipment. All would work together to accomplish any required work task without regard to traditional work assignments.

Alleged violations of this provision shall be referred to the composite crew committee comprised of the co-chairmen (or their designees) of the negotiating committee prior to being processed through the grievance procedure.

4 (C) TUNNEL WORKS

Notwithstanding the other provisions of Section 5D(4), employees working underground in tunnels shall work seven (7) hours and shall receive the regular straight time rate for eight (8) hours when working on two (2) or three (3) shift jobs.

All employees working underground shall receive (\$.15) per hour above the classification in which they are working. This shall be in addition to the hourly rate provided in Section 4(A). Teamster employees working underground shall have dry-house rights on any tunnel project provided a dry-house is on the project.

4 (D) STATUS OF FOREMEN

The Employer shall have the right to determine in his sole discretion the need for and the number of foremen or working foremen. Provided however:

- (1) An Employer shall designate one (1) Teamster as a working foreman when the Employer employs on his payroll on the jobsite seven (7) or more Teamsters operating equipment under the jurisdiction of the Teamsters on any combination of concurrent shifts, but excluding pickups, shop trucks and fuel and/or grease trucks.
- (2) An Employer shall designate one (1) Teamster as a foreman when the Employer employs on his payroll on the job site ten (10) or more Teamsters operating equipment under the jurisdiction of the Teamsters on any combination of concurrent shifts, but excluding pickups, shop trucks and fuel and/or grease trucks. When a

foreman is employed, Subsection 1 of this Section 4(D) shall not apply.

Individuals employed under this Agreement shall directly supervise the Employees under their control.

It is mutually understood between the Association and the Heavy, Highway, Building and Construction Teamsters Committee for Northern California that Employees performing work covered by this Agreement assigned to a stationary construction yard who perform additional duties as Crew Foreman or Foreman are exempt from the provisions of Supplement No. 3 of this Agreement only when performing those additional duties as Crew Foreman. He shall not lose seniority when performing those additional duties as Crew Foreman.

4 (E) PAYMENT OF WAGES AND FRINGE BENEFITS

- (1) Each Employee shall be paid his wages in full each week unless other arrangements are made with the Union in the locality. Employees who quit or are discharged shall be paid in accordance with the laws of the State of California.
- (2) Notwithstanding anything contained in any other provisions of the Agreement, it is agreed that if an Employer is delinquent at the end of a period in making contributions into the Teamsters Benefit Trust Health & Welfare Trust Fund for Northern California, the Western Conference of Teamsters Pension Trust Fund, or into any other Trust Funds established pursuant to this Agreement, or in making Vacation/Holiday/Sick allowance payments, the Committee or the Union in whose area the Employer is operating, or the Trustees of the respective Trust Fund, after having given seventy-two (72) hours notice to the Employer of such delinquency, shall have the right to take such action, including economic action, as is deemed necessary until such delinquent payments are made.

4 (F) TAHOE BASIN AGREEMENT

Employees performing work within the Tahoe Basin and being domiciled in or dispatched out of the Local #533 employment office shall be paid in accordance with the terms and conditions provided in the International Brotherhood of Teamsters #533 and Nevada Chapter AGC Agreement.

4 (G) PUBLIC WORKS WAGE FREEZE

On Public Work Projects where statutes exist providing for pre-determined wage and fringe benefit increases, such wage and fringe benefit rates contained in the bid specifications shall remain in effect for the duration of the project, unless the funding agency provides for escalation of those pre-determined wage and fringe benefits, in which case those increases shall be applied to the respective wages and fringe benefits contained herein.

4 (H) ADDITIONAL WORK OR CLASSIFICATIONS

This Agreement contemplates that new types of equipment will be developed to which present classifications and rates contained in Section 4(A) are not clearly applicable. When such new equipment falls within the established jurisdiction of the Union the work on such new equipment shall be assigned to the Union in accordance with Section 1B of this Agreement.

When such new equipment is developed, the Committee and Association will promptly negotiate an appropriate rate for its operation. The Collective Bargaining Representative of Employer and the Union will each establish a standing committee to conduct such negotiations. Such committees will meet within three (3) days after written request from either party accompanied by photograph and pertinent catalog data on the equipment or other data, and agree to a rate and classification within five (5) days from the date of notice unless the parties mutually agree to extend the time, which rate and classification and working rule shall be added to and become part of said Section 4(A) of this Agreement, as of the date of the written request. While such negotiations are under way the equipment will be

operated at a temporary classification and rate. The permanent rate, classifications and working rule, when established, will be paid retroactively to the date of the initial productive operation of the equipment on the job. The terminal point of any dispute involving additional work classification shall be handled by arbitration in accordance with Section 10(A).

4 (I) HEALTH & WELFARE BENEFITS

(1) Amount of Contribution

Each Employer covered by this Agreement shall contribute the sum of \$13.25 effective 7/1/16 for each hour for which an Employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California for the purpose of providing hospital, medical, surgical, dental care, visual care, prescription drug and such other welfare benefits as the Board of Trustees of the Fund deem advisable for active employees, and such welfare benefits as the Board deem feasible for retired employees. The Board shall determine in its sole discretion the nature, extent and cost of such benefits and shall also work out the application of \$.03 of such contribution to Employee Claim Administration in accordance with all applicable legal requirements.

(2) Acceptance of Trustees

Each Employer covered by this Agreement accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California, as amended, dated as of May 4, 1953, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representative insofar as the Trust Fund is concerned. The Employer consents to be bound by the acts and determinations of the Trustees, including without limitation, the establishment, maintenance, modification and termination of the Welfare Benefit plans to which reference is made in this section, the amount and type of benefit which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual Employees, and the method of funding and paying the benefits.

The Union and the Employer agree that this plan is and has been a defined contribution plan.

The Union and the Employer agree that any Health & Welfare coverage provided for in this Agreement may be changed to some other coverage (i.e. State or Federal mandated plan, or other Health & Welfare Trust Plan, etc.) at any time by agreement between the parties.

(3) (RSP) Retirement Security Plan

Effective July 1, 2016, based upon June hours, each Employer covered by this Agreement shall contribute \$3.55 (three dollars and fifty-five cents) for each hour for which an employee is compensated, including overtime hours, into the Teamsters Benefit Trust Retirement Security Plan (RSP).

4 (J) PENSION

(1) Amount of Contribution

Each Employer covered by this Agreement shall contribute the amount hereinafter set forth for each hour for which an Employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Western Conference of Teamsters Pension Trust Fund; however, the Vacation/Holiday/Sick Pay Plan payments provided in Section 4(K) are excluded, as such payments are in lieu of the Employee actually taking vacation. Contribution rate includes PEER/80, see below:

\$6.16 per hour Effective 7/1/16

Effective July 1, 2016, the contribution to the Western Conference of Teamsters Pension Trust Fund shall be \$6.16 per hour (\$5.29 + \$.87 for PEER /80 = \$6.16 total). The contribution shall be paid on the same basis as contributions for the basic plan provided for in Section 4(J). The contributions required to provide for the Program for Enhanced Early Retirement (PEER/80) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

Such contributions shall be made for the same periods and at the same time as contributions are made into the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California pursuant to Section 4(I) of this Agreement.

(2) Acceptance of Trustees

Each Employer covered by this Agreement accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Western Conference of Teamsters Pension Trust Fund for Northern California, dated as of April 26, 1955, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representatives insofar as the Pension Trust Fund is concerned. The Employer consents to be bound by the acts and determinations of the Trustees, including, without limitation, the establishment, maintenance, modification and termination of a Pension Plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual Employees, and the method of funding and paying the benefits.

The Union and the Employer agree that this plan is and has been a defined benefit plan.

During the term of this Agreement, the parties agree that because the Trustees of the Fund will rely on execution of this Agreement to restore or not to reduce benefits to Retiring Employees, this Section 4(J), Pension, may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

4 (K) VACATIONS, HOLIDAYS AND SICK PAY

(1) Amount of Contribution

Each Employer covered by this Agreement shall contribute the amounts hereinafter set forth for each hour for which an Employee is required to be compensated, including overtime hours, each full hour's pay due employees as shift differential, and as pay for half and full days by each Employee covered by this Agreement as an allowance to such Employee for a vacation from work or sick leave:

\$2.30 per hour - Effective 7/1/16

- (2) The amount of the Vacation/Holiday/Sick Pay allowance accrued during each payroll period shall be paid to the Employees at the same time as hourly wages are paid to them.
- (3) The parties agree that the Vacation/Holiday/Sick Pay Plan payments provided in this section are in lieu of the Employee actually taking vacation or sick leave.
- (4) The Vacation/Holiday/Sick Pay Plan payments provided in this section shall not be considered part of the hourly wage rates for the purposes of computing overtime either under the Fair Labor Standards Act, the Walsh Healey Act, or any other law.

- (5) A Vacation/Holiday/Sick Pay Plan payment is due for each straight time and overtime hour worked and in no case shall the Vacation/Holiday/Sick Pay Plan payment be made on the basis of a penalty rate of time-and-one-half or double time.

4 (L) SUPPLEMENTAL DUES

Effective July 1, 2016, fifty-five cents (\$.55) per hour on all hours compensated will be paid for Supplemental Dues. Upon authorization as required by law, said sum of fifty-five cents (\$.55) per hour for each hour worked or compensated shall be deducted from the employee's weekly paycheck as Supplemental Dues. In implementing the foregoing, the Union will designate a specific Trust Fund Administrator as agent for the purpose of receiving, holding and distributing such Supplemental Dues. All deductions made pursuant to this section shall be noted on the employee's statement of earnings.

The Supplemental Dues deduction referred to above shall be transmitted to a Trust Fund Administrator approved by the Union concurrently with but not as part of the individual Employer's monthly Health and Welfare contributions provided in Section 4 of this Agreement. Any delinquency in payments of this Supplemental Dues shall be subject to the same liquidated damage, interest, and other delinquency provisions applicable to contributions to the Health and Welfare Fund as provided in Section 4 of this Agreement.

The Union shall be responsible for furnishing to the individual Employer the written authorization referred to herein. All costs incidental to receipt, administration and remittance of the Supplemental Dues shall be borne solely and entirely by the Union signatory hereto. In the event an employee does not execute a voluntary authorization form for deduction of Supplemental Dues, then it shall be the responsibility of such employee to make Supplemental Dues payments directly to the Union. The individual Employer will be provided facsimile copies of any such written authorization or subsequent revocation thereof.

General Teamster Locals signatory hereto shall use proceeds from the Supplemental Dues for the benefit of members working in construction industries which are covered by the IBT Building Materials and Construction Trade Divisions. Such general locals shall establish and maintain a separate accounting of such funds received.

4 (M) NOR-CAL TEAMSTERS APPRENTICE TRAINING AND EDUCATION TRUST FUND

(1) Amount of Contribution

Each Employer covered by this Agreement shall contribute, for all covered employees, that amount listed in the Section 4 (A), for each hour for which an employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Northern California Teamsters Apprentice Training and Education Trust Fund for the purpose of providing training and education benefits for pre-apprentices, apprentices and journeyman as the Board of Trustees of the Fund deem advisable for active and prospective employees. The Board shall determine in its sole discretion the nature and extent of such training and education.

(2) Acceptance of Trustees

Each Employer covered by this Agreement accepts to the terms and provisions of the Agreement and Declaration of Trust establishing the Northern California Teamsters Apprentice Training and Education Trust Fund, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representative insofar as the Trust Fund is concerned. The Employer consents to be bound by the acts and determinations of the Trustees, including without limitation, the establishment, maintenance, modification and termination of the Training and Education plans to which reference is made in this Section, the amount and type of Training and Education which may be provided thereunder, the crediting of service for the purpose of determining the Training and Education of

Individual and Prospective Employees, and the method of funding and providing the Training and Education.

(3) Apprenticeship Program

Associated General Contractors of California and United Contractors and Heavy, Highway, Building & Construction Teamsters Committee for Northern California (the Parties) agree to continue to explore an apprenticeship program covering the Northern California 46 Counties during the term of this Master Agreement.

If the Parties jointly agree upon an apprenticeship program during the term of this Master Agreement, then upon mutual agreement the Parties will allocate funding of such program from the negotiated increases of this Master Agreement.

Such Apprenticeship Program will be administered pursuant to the terms outlined in Section 4 (M) of the current agreement.

4 (N) AGC Contract Administration Fund

A trust fund entitled "The Contract Administration Trust Fund I" shall be created to provide for the costs of the Employer administering the provisions of this Section 4(N). The contribution into a contract administration trust fund shall not exceed eight cents (\$0.08) per hour for each hour paid or worked. The trust fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Teamsters Trust Fund Corporation to the individual employers. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund. (Note: UCON Members pay into the UCON Contract Administration Fund – (see 4 (O) below.)

4 (O) UCON CONTRACT ADMINISTRATION FUND

Effective March 1, 2012, each Employer who is a member of United Contractors ("the Association") and is bound to this Agreement shall contribute the sum of \$.10 (ten cents) per hour worked or paid for to the United Contractors Employers for Contract Administration fees for the purposes of negotiating and administering the collective bargaining agreement, including Section 10 (A) of the Agreement. Said payments are to be remitted by the Employer directly to "the Association" on a monthly basis.

Effective March 1, 2012, each independent signatory Employer who is bound to this Agreement shall contribute the sum of \$.08 (eight cents) per hour worked or paid for to the United Contractors Contract Administration Fund for the purposes of negotiating and administering the collective bargaining agreement, including Section 10 (A) of the Agreement. Said payments are to be remitted by the Employer to the Teamsters Trust Fund Corporation on a monthly basis. The Teamsters Trust Fund Corporation shall transmit the payments to the Association.

Contract Administration Fund shall be administered solely by the Association. All payments required pursuant to this section shall not be deemed wages due to the employees with respect to whose work such contributions and payments are made.

4 (P) SUBSISTENCE (For subsistence area boundaries, see Supplement #1.)

(1) The Employer shall pay to Employees covered by this Agreement the amounts shown below for each day worked in addition to the regular and overtime wages, for subsistence;

Area 1 - Free Zone. No subsistence to be paid for any work within this area.

Area 2 - Subsistence area. Subsistence shall be paid for work within this area:

EFFECTIVE DATE AMOUNT

June 16, 2010 \$20.00

If all compensable time is spent by an Employee in Area 1 he shall not be paid subsistence.

Employees employed in a yard, shop or plant set up in Area 1 to service a job or project any part of which is in Area 2, shall be paid subsistence if 51% or more of the hours worked or paid for by Employees covered by this Agreement on the job or project are in Area 2.

Employees employed in a yard, shop or plant set up in Area 1 (a free zone) to service a job or project any part of which is in Area 2 (subsistence zone), on which job or project less than 51% of the hours worked by Employees covered by this Agreement are in Area 2 (subsistence zone), shall not be paid subsistence unless such Employee works two or more hours, straight or overtime in any shift on such job or project in Area 2, in which case he shall be paid subsistence for the entire day.

The man hours worked or paid for in Area 1 in the shop, yard or plant, shall not be used in any computation in the two preceding paragraphs.

If an Employee is transported by the Employer from a permanent yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1 all on the same day, on the Employer's time, he shall not receive subsistence.

Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act and shall be paid to such Employee by check weekly and identified separately thereon.

Employees employed in a permanent yard, shop or plant not set up to service a job or project that is within the subsistence area, or employed by an Individual Employer on home building projects (not camps) located within the existing cities and towns within the subsistence area, shall not be paid subsistence.

If the Individual Employer maintains, rents, leases, or otherwise contracts out or arranges for a camp in the subsistence area hereinbefore described, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board shall not be more than the amount allowed for subsistence.

4 (Q) D.R.I.V.E.

The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The employer will recognized authorization for deductions from wages, if in compliance with state law, to be transmitted to the local union or to such other organization as the union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

SECTION 5 CONDITIONS AND WORK RULES

5 (A) WORK WEEK

Five (5) consecutive days of eight (8) consecutive hours, exclusive of a meal period, Monday through Friday inclusive, shall constitute a week's work.

4 x 10 Work Week - An Individual Employer may establish a workweek of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours and on Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall work nine and one-half (9-1/2) consecutive hours work, exclusive of meal period, shall constitute a shifts work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as maybe changed by mutual agreement.

5 (B) WORK DAY

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. If all Crafts on the project are employed on the basis of four-ten (4 x 10) hour days, the Teamster's shall work on the same basis.

5 (C) MAKE-UP DAY

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such a day on Saturdays and shall be paid at the applicable straight time rate.

In the event that work cannot be performed Monday through Thursday (4 x 10 hour workweek) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such lost work day(s) on Friday and/or Saturday, and shall be paid at the applicable straight time rate.

5 (D) SHIFTS AND STARTING TIMES

- (1) When more than one shift is employed, such shifts shall run consecutively. The regularly established starting time for the second (2nd) shift on a two-shift operation shall not be later than three (3) hours after the end of work, either straight time or regularly scheduled overtime, of the first shift. If three (3) shifts are used, the regular starting time for the second (2nd) and third (3rd) shift shall commence not later than one (1) hour after the regularly scheduled end of the previous shift.

The regular starting time for the second and third shifts shall be posted at the job site and cannot be changed during the course of the work week.

The above provisions may be modified by mutual agreement between the Union and the Employer.

- (2) (a) The starting time for a single shift shall be either 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., or 9:00 a.m.

The starting time for a double shift shall be either 6:00 a.m., 7:00 a.m., or 8:00 a.m.

The starting time for a triple shift shall be 8:00 a.m.

The straight time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

Other starting times may be established with the consent of the Union. Once established, the starting time may only be changed at the end of the work week.

- (b) When a public agency requires that construction operations be rescheduled or curtailed due to traffic conditions, weather conditions, or fire hazards in a locality, special earlier or later starting time may be established by mutual agreement between the Individual Employer and the Local Union.
- (c) ** Notwithstanding the other provisions of this Section 5D(2), the starting times for individual employees dispatched from stationary construction yards may be scheduled from day to day at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m. and 9:00 a.m.

Other starting times may be established with the consent of the Union.

Employees dispatched from stationary construction yards will be informed of their starting time for the following day no later than the end of their shift, except in cases of emergency.

- (3) During the winter months (December through February) between the hours of 5:00 a.m. and 5:00 p.m. the employees may be called out for a work assignment and shall be compensated for a minimum of four (4) hours at the appropriate rate of pay.

When employees are called out for a work assignment between the hours of 5:00 p.m. and 5:00 a.m., the employee shall be compensated for a minimum of four (4) hours at the appropriate overtime rate of pay.

The above provisions shall not conflict with Section 5(E) Special Single Shift.

- (4) Whenever the Employer employs three (3) shifts for five (5) or more consecutive days, the first shift of the day and of the work week shall start at 8:00 a.m. Monday and the work week shall end with the closing of the third or graveyard shift at 8:00 a.m. Saturday. Provided the three (3) shift operation started as indicated herein, all work performed between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday shall be compensated for at the applicable overtime rates. However, if the three (3) shift operation did not commence as required herein, the overtime rate shall be applicable to all work performed after Friday midnight.
- (5) Where either two (2) or three (3) shifts are worked, the first shift shall work eight (8) hours and shall receive the regular straight time rate for eight (8) hours, the second (2nd) shift shall work seven and one-half (7-1/2) hours and shall receive the regular straight time rate for eight (8) hours, and the third (3rd) shift shall work seven (7) hours and shall receive the regular straight time rate for eight (8) hours. Once a two (2) or three (3) shift operation has been established, it shall not be terminated other than on a Sunday, except upon completion of the job.

* On a two (2) and/or three (3) shift job, in addition to the two (2) and/or three (3) shifts, a single day shift may be established providing it is for five (5) or more consecutive days and is under separate supervision. The regular starting time of such single day shift shall be between 5:00 a.m. and 9:00 a.m.; 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., 8:30 a.m. or 9:00 a.m.

No single shift Employee shall be integrated with or relieve either a double or triple shift Employee and no double or triple shift Employee shall be integrated with or shall relieve a single shift Employee. The regular day's work for Employees on said shift shall be eight (8) hours.

5 (E) SPECIAL SINGLE SHIFT

When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union during the pre-job conference or by fax, e-mail or certified mail at least three (3) days prior to the start of such special shift (except in cases of emergency) the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of Section 5(H).

Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for Employees, or counter-productive to the performance of work, the special single shift may commence on Sunday, with double (2) time to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday and the applicable straight-time rate paid from 8:00 p.m. Sunday until the completion of the eight (8) hour special single shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1 ½). If Saturday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Saturday and 8:00 p.m. Sunday shall be paid at double time.

The straight time rate for such special shift shall be \$2.00 per hour above the appropriate straight time wage rate otherwise specified in this Agreement.

5 (F) OVERTIME

- (1) All work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week, shall be compensated for at one and one-half (1-1/2) times the Employee's straight time rate.
- (2) All work performed by an Employee before or after the regularly established starting and quitting time for his shift shall be compensated for at one and one-half (1-1/2) times the regular straight time rate. Such compensation shall be in addition to compensation required by Section 5(H).
- (3) The overtime rate shall be time and one-half (1-1/2) an Employee's regular straight time rate except on Sunday and holidays when it shall be double an Employee's regular straight time. All overtime shall be reckoned by the hour and the half hour.

5 (G) HOLIDAYS

The appropriate overtime rate shall be paid for all work performed on Saturdays and Sundays and Holidays, New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, day after Thanksgiving and Christmas Day.

5 (H) SHOW-UP TIME

An Employee, regular or extra, if put to work during his regular shift shall be paid no less than four (4) hours pay, if working beyond four (4) hours shall be paid no less than six (6) hours pay, and if working beyond six (6) hours shall be paid no less than eight (8) hours pay. This provision shall apply to work on Saturdays, Sundays, and holidays, as well as to work on regular work days.

An Employee shall be notified at the end of his shift if he is not required to work the following day. In the event an Employee is not so notified and reports for work, but is not given any work he shall be paid for two (2) hours for such loss of time. In the event of inclement weather or breakdown of equipment, the Employer, unless a lesser period is agreed to by the Union, may give said notice by a mutually agreed upon method not less than two (2) hours prior to an Employee's regular starting time.

Payment shall be made at the appropriate straight or overtime rate applicable to the Employee at the time in question. An Employee shall keep his Employer informed at all times of his correct address and telephone number.

Any Employee who is laid off or discharged and is required to return for his paycheck shall receive two (2) hours pay in addition to the wages otherwise due him.

5 (I) LUNCH, REST & HEAT RECOVERY PERIODS

Meal Period. An Employee shall be granted a lunch period of one-half ($\frac{1}{2}$) hour or one (1) hour during the period starting one-half ($\frac{1}{2}$) hour before the mid-point of the shift and ending one (1) hour after the mid-point of the shift.

Whenever an Employee is not granted a lunch period within the time prescribed above, he shall be paid one-half ($\frac{1}{2}$) hour or one (1) hour at the overtime rate of pay for the lunch period. Such penalty shall be separate and distinct from any overtime payment. If the lunch period is one (1) hour, the penalty to be applied is one (1) hour. It is agreed that the Employee is to be given a lunch period.

The length of the lunch period is to be posted and can only be changed by mutual agreement.

Second (2nd) Meal Period. No Employee shall be required to work continuously for more than ten (10) hours per workday without the Individual Employer providing the Employee with an uninterrupted second (2nd) thirty (30) minute meal period.

However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first (1st) meal period was taken and the Employee works not more than a total of twelve (12) hours.

Should any provision of California State Labor Code Section 512 be amended during the term of this Agreement, the parties agree to meet to address those changes in accordance with Section 8H (General Savings Clause) of this Agreement.

Rest Periods. As provided by the State of California Industrial Welfare Commission Order No. 16-2001 covering Construction operations, Employees are authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Employees shall coordinate the timing of each ten (10) minute rest break with their supervisors and fellow employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer.

It is understood that the Employee will take his appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their state-mandated rest periods.

If an Individual Employer fails to authorize and permit an Employee to take daily rest periods as provided herein, the Employee shall be paid a penalty wage payment equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits for missed rest periods that day regardless of the number of missed rest periods.

Heat Illness Preventative Recovery Period. A heat illness preventative cool down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with Cal/OSHA requirements and Individual Employer standards.

If the Employee is not provided a cool-down recovery period by the Individual Employer, Employee must report it immediately to the Individual Employer's onsite Supervisor and in no event no later than the end of the shift.

If an Individual Employer fails to provide an Employee a preventative recovery cool-down period in accordance with State law and this Section, the Individual Employer shall pay the Employee a penalty equivalent to one (1) additional hour of straight-time pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No Employee shall be discriminated against for exercising his/her rights pursuant to this Section.

All disputes concerning meals, rest periods, and/or heat illness preventative cool down recovery periods are subject solely and exclusively to the Grievance Procedures provided for in Section 10A of this Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within thirty (30) calendar days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

5 (J) WORKING RULES

- (1) If an Employee is changed from one piece of equipment to another piece of equipment, the piece of equipment which the Employee leaves may not be operated, loaded or unloaded unless the Employee is replaced by another Employee covered by this Agreement.

If an Employee works on more than one classification during any work day or shift, he shall receive for the full day or shift, the rate of the highest classification on which he has been so employed, subject to the provisions of Section 5 (H).

- (2) Oilskins, jackets and trousers, rubber boots and gloves shall be furnished by the contractor to bootmen working on road oilers.
- (3) Repairmen shall not be required to furnish hand tools over 3/4" drive nor special and power tools required on the job.
 - (a) Tools – The Individual Employer shall provide on each jobsite a secure place where his Repairmen may keep his tools. If all or any part of a Repairmen's kit of working tools is lost by reason of the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Repairmen for any such loss from a minimum of one hundred dollars (\$100.00) to a maximum of five thousand dollars (\$5,000.00). In order to obtain the benefits of this paragraph, a Repairmen must provide the Individual Employer with an inventory of his tools at the time he commences work and additional inventory whenever the Repairmen acquires additional tools.
 - (b) Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: Pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24") pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Repairmen shall be entitled to a tool pick-up time

before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

- (4)
 - (a) Whenever any equipment listed in Section 4(A) which has been operated on the job by an Employee under this Agreement is moved under its own power from one construction job to another, from a construction yard to jobsite, from jobsite to construction yard, or from one yard to another yard, it shall be moved pursuant to the provisions of this Working Rule by Employees working under this Agreement.
 - (b) Provided that the Employee driving said equipment performs no production work immediately before or after moving said equipment, he shall be paid the applicable straight time hourly rate for all hours spent driving the equipment to his destination or returning from his destination to his point of origin.
 - (c) The driver shall be provided with return transportation to his point of origin.
 - (d) The driver shall be paid for reasonable lodging and meal expenses incurred on such trip in lieu of the travel and subsistence provided elsewhere in this Agreement.
 - (e) The provisions of Section 5(H) shall be applicable to each calendar day the Employee spends moving the equipment, laying over and returning to his point of origin.
 - (f) Except for Paragraph d., the provisions of this Work Rule are not applicable to any Employee when operating an Employer's transport equipment in the moving of any equipment listed in Section 4(A).
- (5)
 - (a) When the Employer requires that equipment be operated or that work be performed before the shift starts or after it ends, or on Saturdays, Sundays or holidays, such work will first be offered to the Employee who has been operating the equipment or performing the work on a regular straight time shift during the work week.

In the event an Employee is ordered to report for work under the provisions of this Work Rule, and after such Employee does report, his piece of equipment is not available due to a prior or subsequent mechanical breakdown, the Employee may utilize any other piece of equipment which is available on the job without such utilization being a violation of the provisions of this Work Rule.
 - (b) If the Individual Employer has used his own equipment to perform the work on the straight time shift during the regular work week, it shall be used to perform the overtime work required on the same job before outside equipment is hired to perform the same work.
- (6) Except by mutual agreement between the Employer and the affected Union, no Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.
- (7) The Employer shall furnish suitable shelter to protect drivers from falling material. The Employer shall also furnish suitable drinking water and toilets.
- (8) No Employee covered by this Agreement shall be required as a condition of employment to furnish transportation within the jobsite, or between jobsites, or from yard to jobsite, for the hauling of Employees, tools or equipment.
- (9) When the Employer transports Employees from yard to jobsite or within the jobsite, he shall provide safe and suitable transportation.